

APPOINTEE'S, ASSIGNEE'S, OR TRANSFERRING EMPLOYEE'S AGREEMENT TO REMAIN IN THE GOVERNMENT SERVICE FOR TWELVE (12) MONTHS OR TO REPAY THE GOVERNMENT FOR COSTS OF TRAVEL AND/OR TRANSPORTATION ADVANCED

(Check A or B)

☐ A. I have agreed to accept employment with the VA. The position which I will be filling is one of those contemplated in 5 U.S.C. 5723 for which the Government may pay my travel and transportation expenses.

☐ B. I have agreed to accept transfer within the Department of Veterans Affairs from my old duty station located in _____ ,

(City and State)

to my new duty station located in _____ .

(City and State)

1. Mobility Statement. I understand that the Department of Veterans Affairs Resident Engineer Program is for the purpose of developing and assigning professional employees to meet the agency's needs in the field where construction projects relating to medical facilities take place. I further understand that in making assignments, the needs of the service are paramount, and while consideration will be given to my preferences when administratively possible, I will be expected to accept assignment at any Department of Veterans Affairs station in the United States where my services are needed.

2. In consideration of the payment by the Government of my travel expenses and where applicable the transportation expenses of my immediate family, and my household goods (including storage) I hereby agree:

a. To remain in the service of the Government for twelve (12) months following the date of my appointment or assignment, unless separated for reasons beyond my control which are acceptable to the VA, such as:

(1) Induction into the Armed Forces of the United States of America.

(2) Permanent or semipermanent illness, or death, not due to my own misconduct.

(3) Compelling personal reasons which are beyond my control and which are acceptable to the Department of Veterans Affairs.

(4) Failure to qualify for the job for which employed (through no fault of my own).

b. That, if I do not fulfill that portion of this agreement set forth in paragraph 2a above, or for any reason not acceptable to the VA do not complete the transfer thereby violating the terms of this agreement, any moneys expended by the United States on my account or on account of my family for travel and transportation, and expenses of transportation and/or storage of my household goods to my new duty station, including other applicable allowances, will be considered as a debt due by me or my estate or personal representative to the United States, which I hereby agree to pay in full as directed by the Department of Veterans Affairs.

3. I affirm no promises or representations concerning this employment, other than those contained herein, have been made by the VA, and that I have read the provisions of this agreement and understand them.

4. Questions as to interpretation of this agreement will be submitted to the Secretary of Veterans Affairs. whose decisions thereon will be final.

SIGNATURE OF EMPLOYEE

DATE